REMARKS

In the Final Office Action,[1] the Examiner objected to claim 2 for informalities; and rejected claims 2-5, 7, and 8 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 7,379,548[2] to Revital et al. ("*Revital*") in view of U.S. Publication No. 2002/0001386 to Akiyama ("*Akiyama*").

Applicants respectfully traverse the objection to claim 2 for informalities. However, to advance prosecution, Applicants have amended claim 2 to delete "available," as suggested by the Examiner. Accordingly, Applicants respectfully request that the Examiner withdraw the objection to claim 2.

Applicants respectfully traverse the rejection of claims 2-5, 7, and 8 under 35 U.S.C. § 103(a) as being unpatentable over *Revital* in view of *Akiyama*.

Independent claim 2 recites an information processing apparatus comprising, for example, "a main license having a main condition," "a plurality of sublicenses . . . including subconditions," "wherein the main condition and the subcondition include at least one of a time period in which the plurality of contents may be reproduced and a number of times the plurality of contents may be reproduced."

The Examiner alleges that "the main license is mapped to the VEMM and the sublicenses are mapped to VECM of Revital." Final Office Action, at 2. Although *Revital* discloses that "types of control may include determination of an expiration time

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[1] The Final Office Action may contain statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Final Office Action.

[2] Although the Office Action cites U.S. Patent No. 7,739,548, the Examiner informed Applicants' representative via telephone on April 29, 2009, that the Examiner should have cited U.S. Patent No. 7,379,548.

and date[and] limitations on the number of displays," col. 1, ll. 33-35, *Revital* fails to teach or suggest that the VEMM and the VECM respectively include a main condition and a subcondition that include the expiration time and date and the limitations on the number of displays. Therefore, the VEMM and the VECM of *Revital* cannot correspond to the claimed "main license" and "sublicense," which respectively include a main condition and a subcondition, "wherein the main condition and the subcondition include at least one of a time period in which the plurality of contents may be reproduced and a number of times the plurality of contents may be reproduced," as recited in claim 2.

Akiyama discloses "key information . . . required to decrypt the contents information." *Akiyama*, abstract. *Akiyama* further discloses "an expiration date of the channel contract information." *Akiyama*, para. 0090. Even assuming that the key information of *Akiyama* could correspond to the claimed "main license" or "sublicense" and that the expiration date of the channel contract information of *Akiyama* could correspond to the claimed "time period in which the plurality of contents may be reproduced," which Applicants do not concede, *Akiyama* fails to teach or suggest that the expiration date of the channel contract information is included in the key information. Accordingly, *Akiyama* also fails to teach or suggest the claimed "main license" and "sublicense," which respectively include a main condition and a subcondition, "wherein the main condition and the subcondition include at least one of a time period in which the plurality of contents may be reproduced and a number of times the plurality of contents may be reproduced," as recited in claim 2.

Claim 2 further recites that "the sublicense acquisition means acquires . . . the second sublicense corresponding to the second content before the first content is

acquired, and the control means determines, while the first content is being acquired, whether . . . the subcondition prescribed by the second sublicense [is] satisfied."

Revital discloses that "the protected content is . . . transmitted . . . with the ECM." *Revital*, col. 13, ll. 39-40. As illustrated in Fig. 2 of *Revital*, the following are sent in sequential order: EMC n, scrambled digital data segment n, EMC n+1, scrambled digital data segment n+1, and so on. That is, *Revital* discloses that EMC n+1 is acquired after scrambled digital data segment n. Therefore, *Revital* fails to teach or suggest "acquir[ing] . . . the second sublicense corresponding to the second content before the first content is acquired," as recited in claim 2 (emphasis added).

Akiyama discloses "receiving broadcasted key information . . . required to decrypt the contents information." *Akiyama*, abstract. However, *Akiyama* fails to teach or suggest receiving second key information corresponding to second contents information before the first contents information is received. Therefore, *Akiyama* fails to teach or suggest "acquir[ing] . . . the second sublicense corresponding to the second content before the first content is acquired," as recited in claim 2.

Moreover, because *Revital* and *Akiyama* fails to teach or suggest "acquir[ing] . . . the second sublicense corresponding to the second content before the first content is acquired," as recited in claim 2, *Revital* and *Akiyama* cannot disclose or suggest "determin[ing] . . . whether . . . the subcondition prescribed by the second sublicense [is] satisfied" "while the first content is being acquired," as recited in claim 2. In *Revital* and *Akiyama*, when the first content is being acquired, the second sublicense would not yet have been acquired, making it impossible to determine whether the second subcondition prescribed by the second sublicense is satisfied. Therefore, *Revital* and

Akiyama fail to teach or suggest "the control means determines, while the first content is being acquired, whether . . . the subcondition prescribed by the second sublicense [is] satisfied," as recited in claim 2.

For at least the foregoing reasons, a *prima facie* case of obviousness has not been established with respect to claim 2. Independent claims 7 and 8, although different in scope from claim 2, are allowable for at least the same reasons as claim 2. Dependent claims 3-5 are allowable at least due to their dependence from allowable independent claim 2. Accordingly, Applicants respectfully request that the Examiner withdraw the rejection of claims 2-5, 7, and 8 under 35 U.S.C. § 103(a).

Applicants respectfully request that the Examiner enter this Amendment under 37 C.F.R. § 1.116. Applicants submit that the entry of the amendments would place the application in better form for appeal, should the Examiner dispute the patentability of the pending claims.

In view of the foregoing, Applicants respectfully request reconsideration of this application and timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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